SURETYSHIP—COUNTY TREASURER—TRUST DEED.—One Taylor was a county treasurer. He gave a deed of trust to secure the sureties on his bond. Plaintiffs held county warrants payable out of a certain fund in his hands. He defaulted and plaintiffs bring action against him and his sureties to recover the amount of the warrants held by them. *Held*, that plaintiffs could recover and that the deed of trust inured to their benefit. *Jennings et al* v. *Taylor et al* (1903), — Va. —,45 S. E. Rep. 913.

The doctrine that securities given by a principal to indemnify his surety inure to the benefit of a creditor is not recognized in England. At least this is so where the securities are given by the principal direct to the surety. *Re Walker etc.* v. *Clayton*, 66 L. T. R. 315. But the American holdings are the other way. *Vail* v. *Foster et al*, 4 N. Y. 312, *Curtis* v. *Tyler*, 9 Paige 432, *Barton* v. *Martin*, 54 Mo. App. 134. The present case goes even farther because here the court holds that the deed inures to the benefit of the county's creditors or in other words to the creditors of a creditor.

SURETYSHIP—JOINT AND SEVERAL NOTE—WORD "SURETY" AFTER SIGNATURE.—Defendants executed a promissory note to plaintiff. In this action brought to recover on the note, it is urged in defense that after the name of one of the defendants was written the word "surety" which had been erased by the plaintiff and that therefore, the note became void. *Held*, that the plaintiff could recover. *Galloway* v. *Bartholomew* (1903), — Ore. —, 74 Pac. Rep. 467.

"The fact, if it is a fact," says the court, "that the word surety was written after the name of one of the makers would not affect their liability as joint and several makers so far as the payee is concerned. It would only be notice that as between themselves one was principal and the other surety." This doctrine is unquestionably sustained by the great weight of authority. *Nat. Bank* v. *Wyatt*, 87 Cal. 616, 25 Pac. Rep. 918, *Bond* v. *Storrs*, 13 Conn. 412, *Inkster* v. *First Nat. Bank*, 30 Mich. 143, *Hoyt* v. *Mead*, 13 Hun. (N. Y.) 327, *Ballard* v. *Burton*, 64 Vt. 387, 24 Atl. Rep. 769, 16 L. R. A. 664, *Dart* v. *Sherwood*, 7 Wis. 523, 76 Am. Dec. 228.

TELEGRAM—DELAY IN DELIVERY—DAMAGES—MENTAL SUFFERING.—The following message was addressed to the plaintiffs from St. Louis, Mo., "Your daughter, Sarah, died this morning at City Hospital, shall I send remains to you, answer, letter on road to you." The message was prepaid, but was so unreasonably delayed, that the plaintiff, not knowing the condition of the body, ordered the remains to be interred at St. Louis. Plaintiff might have had the remains shipped to Nashville or might have gone to St. Louis had the message been promptly delivered. Because of the negligence of the defendant company plaintiff was prevented from being present at the funeral of her daughter and brought action for her "mental anguish, grief and disappointment." The declaration contained two counts—one a common law count for negligence in delivery—the other founded upon a statute of Tennessee, *Held*, an action at common law cannot be maintained to recover for mental suffering unaccompanied by any pecuniary loss or physical injury; and whether a statutory right to recover "some damages" for the breach of a statutory duty, affords a basis to also recover for injured feelings, is a question of general jurisprudence, with regard to which the federal court is not bound by the opinion of the state court. *W. U. Tel. Co.* v. *Sklar, et ux.* (1903), — C. C. A. 6th Cir. — 126 Fed. Rep. 295.

No damages can be recovered at common law for mental suffering unconnected with some form of physical injury. COOLEY ON TORTS 271; *Connell* v. *Tel. Co.*, 116 Mo. 34, 22 S. W. Rep. 345, 20 L. R. A. 172, 38 Am. St. Rep.